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NORTHERN DISTRICT OF CALIFORNIA

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

C 06 1806
Civil No.

BAYKEEPER,

Plaintiff,

v.

SIMS GROUP USA, a corporation,

Defendant.

STIPULATION AND ORDER FOR
DISMISSAL OF CLAIMS

The parties to this action jointly stipulate and request that the Court enter an Order pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure as follows:

WHEREAS Plaintiff Baykeeper filed an action on March 6, 2006 against Defendant Sims Group USA Corporation ("Sims") for alleged violations of the Federal Water Pollution Control Act and the National Pollutant Discharge System, General Permit No. CAS000001, Water Quality Order No. 91-13-DWQ (as amended by Water Quality Order 92-12-DWQ and 97-03-DWQ);

WHEREAS Baykeeper and Sims have resolved their differences and executed a Consent Agreement in settlement of Baykeeper's claims in this litigation;

WHEREAS Baykeeper has agreed to dismiss all claims in this litigation.

NOW, THEREFORE, Baykeeper and Sims, acting by and through their respective

1 attorneys, hereby agree and stipulate AND THE COURT THEREFORE ORDERS that upon
2 Court Approval of the Consent Agreement executed between Baykeeper and Sims, the
3 Complaint be dismissed pursuant to Federal Rule of Civil Procedure 41(a)(2) as follows:

4 1. That all claims on file between Baykeeper and Sims be and hereby are
5 dismissed with prejudice;

6 2. That this Court shall retain and will have jurisdiction over Baykeeper and
7 Sims with respect to implementation of the terms of their Consent Agreement and the
8 resolution of any disputes that may arise under that Consent Agreement, as provided therein;

9 3. That Baykeeper and Sims each expressly consent to jurisdiction of this Court
10 for the purpose of implementation of the terms of the Consent Agreement and the resolution
11 of any disputes that may arise under the Consent Agreement, as provided therein;

12 4. Except as provided in the Consent Agreement, each party shall bear its own
13 fees and costs.

14
15 Dated: March 7, 2006

Respectfully Submitted,

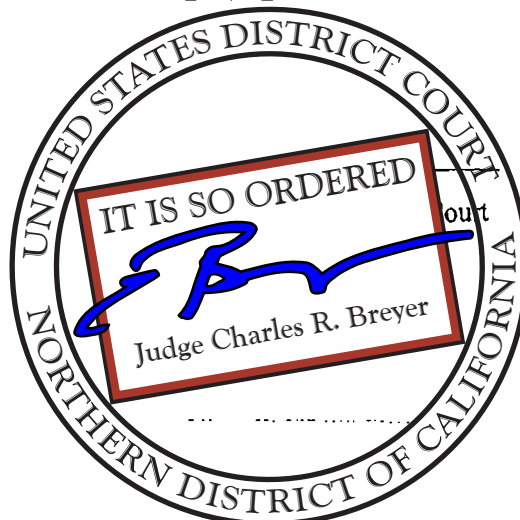
16
17 By: Scott M. Sellwood/jl
18 Scott M. Sellwood
19 Attorney for Defendant

20 Sims Group USA Corporation

21 By: Christopher A. Sproul
22 Christopher A. Sproul
23 Attorney for Plaintiff

24 BAYKEEPER

25
26 Dated: March 8, 2006



27 June 2, 2006